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8	IN THE UNITED STATES DISTRICT COURT			
9	FOR THE WESTERN DISTRICT OF WASHINGTON AT TACOMA			
10	MILESTONE UTILITY SERVICES, INC.,	No. 20-cv-5860		
11	a Florida corporation, Plaintiff,	COMPLAINT FOR INJUNCTIVE RELIEF		
12	v.	RELIEF		
13				
14	CITY OF TACOMA, a Washington municipal corporation; and CARLOS			
15	PULLUM,			
16	Defendants.			
17				
18	Plaintiff Milestone Utility Services, Inc. (Milestone) states as follows:			
19	PARTIES			
20	1. Plaintiff Milestone is a corporation formed under the laws of the State of Florida			
21	and headquartered in Plantation, Florida.			
22	2. Defendant City of Tacoma (Cit	ty) is a municipal corporation of the State of		
23	Washington. Its boundaries fall within Pierce County, Washington.			
24	3. Defendant Carlos Pullum (Pull	um) is a citizen of Texas.		
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JURISDICTION AND VENUE 1 4. 2 This action arises out of a Public Records Act, ch. 49.56 of the Revised Code of Washington (PRA), request that Pullum made to the City. The Court has jurisdiction under 28 3 4 U.S.C. § 1332(a)(1) as the parties to this action are citizens of different states and the value of 5 the information Milestone seeks to protect substantially exceeds \$75,000. Venue is proper under 6 28 U.S.C. § 1391(b)(2). 7 FACTUAL ALLEGATIONS 5. Milestone is a privately held company that creates custom applications and 8 9 customer self-service portals for public utility companies. 6. There are approximately 6-10 companies that compete in this niche market. One 10 11 of those companies, and one of Milestone's foremost competitors, is a corporation based in Dallas, Texas, called VertexOne. 12 7. Pullum is the Director of Procurement for VertexOne, 13 8. Tacoma Public Utilities (TPU) is the City's largest department. It provides public 14 utility services for City residents. 15 9. 16 In early 2020, TPU issued a Request for Proposals (Specification No. PI20-0019F) seeking "Customer Engagement Portal Technology and Services" (the "RFP"). 17 10. Milestone and VertexOne submitted proposals in response to the RFP. Milestone 18 designated portions of its response "confidential" because those portions included trade secrets 19 20 and other commercial information that was secret, highly proprietary, and valuable to Milestone. 21 11. TPU accepted Milestone's proposal. 12. In July 2020, Pullum, as Director of Procurement for VertexOne, submitted a 22 public records request to the City for Milestone's RFP response. 23 24 13. The City notified Milestone of the request. Milestone submitted redacted versions 25 of its response, which the City provided to Pullum.

COMPLAINT FOR INJUNCTIVE RELIEF- 2

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1	14.	VertexOne, acting through Pullum, insisted it wanted Milestone's entire RFP
2	response, uni	redacted.
3	15.	The City then notified Milestone that it will release the entire response unless
4	Milestone ob	tains a court order directing the City not to do so.
5		COUNT 1
6	INJUNCTIV	VE RELIEF UNDER THE PROPRIETARY INFORMATION EXEMPTION
7	16.	Milestone realleges paragraphs 1-15 above.
8	17.	The PRA exempts certain financial, commercial, and proprietary information
9	from disclosu	are by public agencies. Specifically, it exempts "[v]aluable formulae, designs,
10	drawings,	and research data obtained by any agency within five years of the request for
11	disclosure wl	hen disclosure would produce private gain and public loss," RCW 42.56.270(1),
12	and "[p]ropri	etary data, trade secrets, or other information that relates to: (a) A vendor's unique
13	methods of c	onducting business; [or] (b) data unique to the product or services of the vendor,"
14	RCW 42.56.2	270(11).
15	18.	The RFP response the City plans to release contains information exempt from
16	disclosure under RCW 42.56.270(1) or (11), or both.	
17	19.	Milestone would suffer substantial and irreparable damage if this information
18	were disclose	ed to one of its main competitors, while the competitor would reap a substantial
19	private gain.	
20	20.	The City's release of Milestone's unredacted RFP response would not be in the
21	public interes	st. It would produce a public loss, one reason being that the release would deter
22	Milestone from submitting responses to future requests for proposals from other Washington	
23	utilities.	
24	21.	Under RCW 42.56.270 and RCW 42.56.540, Milestone is entitled to preliminary
25	and permane	nt injunctive relief prohibiting the City from releasing the confidential information

COMPLAINT FOR INJUNCTIVE RELIEF- 3

in Milestone's RFP response to Pullum and, through Pullum, to VertexOne.

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1	COUNTII	
2		NCTIVE RELIEF UNDER THE "OTHER STATUTE" EXEMPTION- DE SECRETS
3	IKAI	DE SECRETS
4	22.	Milestone realleges paragraphs 1-15 above.
5	23.	RCW 42.56.070(1) protects from disclosure public records that fall "within the
6	specific exem	ptions of this chapter, or other statute which exempts or prohibits disclosure of
7	specific information or records."	
8	24.	"Trade secrets" under Washington's Uniform Trade Secrets Act, chapter. 19.108
9	RCW (UTSA), are protected from disclosure under the PRA because the UTSA is an "other
10	statute which	exempts of or prohibits disclosure of specific information or records."
11	25.	The RFP response that the City plans to release contains trade secrets belonging
12	to Milestone.	The trade secret information is novel and derives independent economic value
13	from not bein	g generally known and not being readily ascertainable by other means by other
14	persons who	would obtain economic value from its disclosure.
15	26.	Milestone has made reasonable efforts to maintain the confidentiality of its trade
16	secret informa	ation.
17	27.	Milestone would be at a competitive disadvantage if its trade secrets were
18	disclosed to o	ne of its chief competitors.
19	28.	Release of the RFP response and the resulting disclosure of Milestone's trade
20	secrets would not be in the public's interest and would substantially and irreparably damage	
21	Milestone.	
22	29.	Under RCW 42.56.070(1) and RCW 42.56.540, Milestone is entitled to
23	preliminary a	nd permanent injunctive relief prohibiting the City from releasing the unredacted
24	RFP response	, or disclosing the information contained therein, to Pullum and, through Pullum, to
25	VertexOne.	
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1	PRAYER FOR RELIEF
2	Based on the foregoing, Milestone prays for the following relief:
3	1. Preliminary and permanent injunctive relief barring the City from releasing to
4	Pullum the documents and information contained in Milestone's RFP response that
5	Milestone designated "confidential"; and
6	2. Such other and further relief as the Court may deem just and equitable.
7	DATED: August 25, 2020.
8	STOEL RIVES LLP
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14	Attorneys for Plaintiff Milestone Utility Services, Inc.
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